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4 BILL NO. S-73-08-33

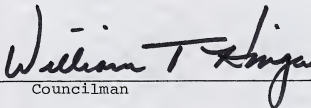
5 SPECIAL ORDINANCE NO. S- 93-73

6 AN ORDINANCE approving a contract with  
7 WAYNE ASPHALT AND CONSTRUCTION COMPANY  
8 for resurfacing twenty (20) streets.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
10 FORT WAYNE, INDIANA:

11 SECTION 1. The contract approved August 3, 1973,  
12 between the City of Fort Wayne, by and through its Mayor and the  
13 Board of Public Works, and WAYNE ASPHALT AND CONSTRUCTION COMPANY  
14 for the resurfacing of twenty (20) streets per attached list for  
15 a total cost of \$366,133.35, all as more particularly set forth  
16 in said contract, which contract is on file in the office of the  
17 Board of Public Works, and is by reference incorporated herein  
18 and made a part hereof, is hereby in all things ratified, confirmed  
19 and approved.

20 SECTION 2. This Ordinance shall be in full force and  
21 effect from and after its passage and approval by the Mayor.

22  
23   
24 Councilman

25  
26  
27  
28 APPROVED AS TO FORM  
29 AND LEGALITY.

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35

Read the first time in full and on motion by Henga, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 8/14/73

Charles W. Teterman  
CITY CLERK

Read the third time in full and on motion by Henga, seconded by Talarico, and duly adopted, placed on its passage.

Passed (~~lost~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____ to-wit:
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCKOLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATE: 8-28-73

Charles W. Teterman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (~~Resolution~~) No. A-93-73 on the 28th day of August, 1973.

ATTEST: (SEAL)

Charles W. Teterman  
CITY CLERK

Winfield C. Mas JR.  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of August, 1973, at the hour of 10:00 o'clock A. M., E.S.T.

Charles W. Teterman  
CITY CLERK

Approved and signed by me this 29th day of August, 1973, at the hour of 4:00 o'clock P. M., E.S.T.

James H. [Signature]  
MAYOR

Bill No. S-73-08-33

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance

approving a contract with WAYNE ASPHALT AND CONSTRUCTION

COMPANY for resurfacing twenty (20) streets.

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Samuel J. Talarico

Paul M. Burns

*William T. Hinga*

*John Nuckols*

*James S. Stier*

*Samuel J. Talarico*

*Paul M. Burns*

8-28-13

CONCURRED IN

DATE 8-28-13 CHARLES W. WESTERMAN, CITY CLERK

1. Buena Vista Drive from the north property line of Lawndale Drive to the south property line of Curdes Avenue, to a width of 18 feet.
2. Glencairn Drive from the north curb line of Vance Avenue to the north property line of Fairlawn Pass, to a width of 23 feet.
3. St. Joe Road from a point approximately 350 feet north of St. Joe Center Road to the south pavement line of Eward Road, to a width of 22 feet.
4. Elwood Drive from the north property line of Fairlawn Pass to the south property line of Trierwood Park Drive, to a width of 23 feet.
5. Fairlawn Pass from the east property line of Glencairn Drive to the west property line of Elwood Drive to a width of 23 feet.
6. Lake Avenue from the east curb line of St. Joseph Boulevard to a point 50 feet east of Tecumseh Street, to a width of 30 feet.
7. Goshen Road from the north property line of State Boulevard to the east curb line of Sherman Boulevard, to a width of 30 feet.
8. Dartmouth Drive from the north property line of Catalina Avenue to the south pavement line of Washington Center Road, to a width of 23 feet.
9. Sandpoint Road from the west pavement line of Bluffton Road to the east pavement line of Ardmore Avenue, to a width of 24 feet.
10. Engle Road from the east pavement line of Bluffton Road to the east pavement line of Ardmore Avenue, to a width of 24 feet.
11. Eby Avenue from the west property line of Bevel Avenue to the east property line of Paul Street, to a width of 26 feet.
12. Lenox Avenue from the west property line of Hoagland Avenue to the east property line of Fairfield Avenue, to a width of 23 feet.
13. Doan Drive from the east property line of Calhoun Street to the east property line of Noll Avenue, to a width of 23 feet.
14. Noll Avenue from the south property line of Doan Drive to a point 40 feet north of the north property line of Paulding Road, to a width of 29 feet.
15. Harrison Street from the south property line of Crown Lane to the south property line of Southfair Court, to a width of 26 feet.
16. Mount Vernon Park from the west property line of Bowser Avenue to the north property line of Roosevelt Drive, to a width of 26 feet.
17. Bowser Avenue from the north curb line of Capitol Avenue to the south property line of McKinnie Avenue, to a width of 26 feet.
18. Bowser Avenue from a point 200 feet south of Roosevelt Drive to the east curb line of Oliver Street, to a width of 20 feet and 26 feet.
19. Oliver Street from the south property line of Capitol Avenue to the north property line of Pettit Avenue, to a width of 20 feet and 26 feet.
20. South Anthony Boulevard from a point approximately 525 feet south of U.S. Highway 27 south to a point approximately 840 feet south thereof, to a width of 20 feet.



# THE CITY OF FORT WAYNE

board of public works

August 7, 1973

The Common Council  
Fort Wayne, Indiana

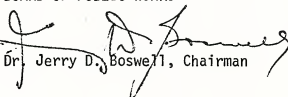
Gentlemen and Mrs. Schmidt:

As you are aware, the Board of Works has spent considerable time inspecting and establishing priorities for resurfacing city streets. We have awarded a contract to Wayne Asphalt and Construction Company, in the amount of \$366,133.35 for resurfacing twenty (20) streets. (see attached)

Due to our late start in setting up the project and because the contractor needs to start the project in order to complete it during this construction season, we deem it necessary to ask for prior approval of the contract. Said contract will be introduced in the Council on August 14, 1973 for regular processing and ordinance number.

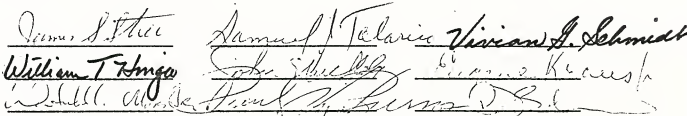
Very truly yours,

BOARD OF PUBLIC WORKS

  
Dr. Jerry D. Boswell, Chairman

JDB/ss

APPROVED:



MEMBERS OF THE COMMON COUNCIL

1. 1973 Road Lining Program - 20 Streets  
 July 24, 1973. RES. NO. 5638-1973

OFFICE OF CITY ENGINEER  
 FORT WAYNE, INDIANA

CONTRACTORS			ESTIMATE	EXTENSION	MATERIAL		Asphalt		UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
STREETS - ALLEYS - SIDEWALKS	AN UNIT - MATERIAL				WAYNE ASPHALT & CONSTRUCTION CO., INC.		DAILEY ASPHALT PRODUCTS CO., INC.							
					UNIT BID	TOTAL BID	UNIT BID	TOTAL BID						
1,396	Tons	Hot Asphalt City Mix A-2	14.00	75,544.00	13.75	74,195.00	15.00	80,940.00						
1,095	Tons	Hot Asphalt-State Mix "B"	14.00	85,330.00	13.60	82,892.00	14.50	88,377.50						
1,696	Tons	#4 Hot Asphalt Binder	14.00	37,744.00	15.00	40,440.00	14.50	39,092.00						
1,275	Tons	#3 Hot Asphalt Binder	14.00	87,850.00	13.50	84,712.50	14.60	91,615.00						
1,463	Sq.Yds.	Pavement Removal - Asphalt	2.00	10,926.00	1.75	9,560.25	4.50	24,583.50						
1,311	Sq.Yds.	Pavement Removal-Asphalt & Conc.	3.00	6,933.00	3.00	6,933.00	6.15	14,212.65						
1,812	Sq.Yds.	Pavement Removal-Concrete	3.00	2,436.00	3.00	2,436.00	7.00	5,684.00						
1,602	Gals.	Liquid Asphalt Tack Coat	0.35	5,460.70	0.30	4,680.60	0.45	7,020.90						
1,205	Cu.Yds.	Excavation - Regular	9.00	10,845.00	3.50	4,217.50	4.25	5,121.25						
1,140	Lin. Ft.	Curb Removal	2.00	4,280.00	1.50	3,210.00	1.75	3,745.00						
1,422	Lin. Ft.	Combination Curb. & Gutter	6.00	14,532.00	5.50	13,321.00	3.50	8,477.00						
1,295	Tons	Crushed Stone #53	6.00	7,770.00	6.00	7,770.00	10.00	12,950.00						
1,672	Gals.	Waste Road Oil	0.25	1,168.00	0.25	1,168.00	0.30	1,401.60						
1,175	Lin.Ft.	12" Corrugated Metal Pipe	6.00	7,050.00	7.50	8,812.50	9.00	10,575.00						
1,240	Lin.Ft.	Blading and Pulling Mat. Tog.	0.75	6,180.00	0.25	2,060.00	0.20	1,648.00						
1,000	Lin. Ft.	Cleaning and Ditching	1.00	18,000.00	0.50	9,000.00	0.45	8,100.00						
61	Each	Water Valves Adj. & Set Grd.	35.00	2,135.00	25.00	1,525.00	75.00	4,575.00						
70	Each	Old Catch Basins Adjusted	100.00	7,000.00	100.00	7,000.00	130.00	9,100.00						
26	Each	Old Manholes Adjusted	100.00	2,600.00	75.00	1,950.00	125.00	3,250.00						
1	Each	New Inlets	250.00	250.00	250.00	250.00	400.00	400.00						
TOTALS				394,033.70		366,133.35		420,868.40						

*tabulation  
made*

# CONTRACT

This Agreement, made and entered into this 6<sup>th</sup> day of August, 1973

by and between - - - - - WAYNE ASPHALT & CONSTRUCTION CO., INC. - - - - -

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve by resurfacing twenty streets within the City of Fort Wayne. (See  
attached description)

by grading and paving the roadway to a width of \_\_\_\_\_ feet with \_\_\_\_\_  
Asphalt as directed

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5638-73 and at the following price per lineal foot.

at the following prices:

Hot Asphalt City Mix A-2	Thirteen dollars and seventy five cents, per ton	13.75
Hot Asphalt - State Mix "B"	Thirteen dollars and sixty cents, per ton	13.60
#4 Hot Asphalt Binder	Fifteen dollars and no cents, per ton	15.00
#9 Hot Asphalt Binder	Thirteen dollars and fifty cents, per ton	13.50
Pavement Removal - Asphalt	One dollar and seventy five cents, per Sq. Yd.	1.75
Pavement Removal - Asphalt and Concrete	Three dollars and no cents, per square yard	3.00
Pavement Removal - Concrete	Three dollars and no cents, per square yard	3.00
Liquid Asphalt Tack Coat	Thirty cents, per gallon	0.30
Excavation - Regular	Three dollars and fifty cents, per cubic yard	3.50
Curb Removal	One dollar and fifty cents, per lineal foot	1.50
Combination Curb and Gutter	Five dollars and fifty cents, per lineal foot	5.50
Crushed Stone #53	Six dollars and no cents, per ton	6.00
Waste Road Oil	Twenty five cents, per gallon	0.25
12" Corrugated Metal Pipe	Seven dollars and fifty cents, per lineal foot	7.50
Blading and Pulling Material Together	Twenty five cents, per lineal foot	0.25
Cleaning and Ditching	Fifty cents, per lineal foot	0.50
Water Valves Adjusted & Set to Grade	Twenty five dollars and no cents, each	25.00

by grading and paving the roadway to a width of \_\_\_\_\_ feet with \_\_\_\_\_

Asphalt as directed

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

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Blading and Pulling Material Together	Twenty five cents, per lineal foot	0.25
Cleaning and Ditching	Fifty cents, per lineal foot	0.50
Water Valves Adjusted & Set to Grade	Twenty five dollars and no cents, each	25.00
Old Catch Basins Adjusted & Set to Grade	One hundred dollars and no cents, each	100.00
Old Manholes Adjusted & Set to Grade	Seventy five dollars and no cents, each	75.00
New Inlet	Two hundred fifty dollars and no cents, each	250.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act. (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.



The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5638-1973 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before November 16, 1973 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date           , 19       until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 3rd day of August, 1973

WAYNE ASPHALT & CONSTRUCTION CO., INC.

BY: CK Stewart

ITS: C. K. STEWART, PRES

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Don A. Fubus  
Donald H. Bonar  
William S. Trivette  
Its Board of Public Works and Mayor.

6 1973

# GUARANTY BOND

Know All Men by These Presents, That we-----

WAYNE ASPHALT & CONSTRUCTION CO., INC.-----Contractors

as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, BALTIMORE, MARYLAND-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THREE HUNDRED SIXTY  
SIX THOUSAND, ONE HUNDRED THIRTY THREE DOLLARS AND THIRTY FIVE CENTS-----

----- (\$366,133.35)  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----WAYNE ASPHALT & CONSTRUCTION CO., INC.-----

did on the 3 day of August, 1973

-----, enter into a contract with the City of Fort Wayne to construct a  
Twenty Street Pavement s

on-----Street from-----

(SEE ATTACHED DESCRIPTION)

-----according to certain plans and specifications, and  
for a period of three years  
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided  
in aforesaid contract and specifications. Now if the said-----

WAYNE ASPHALT & CONSTRUCTION CO., INC.-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the  
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 3 day of August, 1973

YASTE, ZENT & RYE, INC.  
Authorized Agents

BY: Ronald Shirley BY: CK Howard (SEAL)  
UNITED STATES FIDELITY & GUARANTY  
BY: Ronald Shirley (SEAL)  
Attorney-in-fact

Approved this 6th day of August, 1973

Ronald K. Bonar  
David E. Howard  
Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

# LIABILITY BOND

**Known All Men by These Presents.** That we, hereby certify that WAYNE ASPHALT & CONSTRUCTION CO., INC. has insurance with this company, fully protecting and saving harmless and indemnifying the City of Fort Wayne, Indiana from any losses in the amount of Five Thousand Dollars (\$5,000.00)

as principal, and

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$ )

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the

day of , with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 3 day of August, 1973

YASTE, ZENT & RYE, INC.  
Authorized Agents

INC.  
WAYNE ASPHALT & CONSTRUCTION CO., (SEAL)

BY: Louise Shirley

BY: CK Steward (SEAL)

UNITED STATES FIDELITY & GUARANTY

BY: Ronald Shirley (SEAL)

Attorney-in-fact

(SEAL)

Approved this 6<sup>th</sup> day of

August, 1973

Ronald Shirley  
William S. Williams  
Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

August 2, 1973

CERTIFIED COPY

# GENERAL POWER OF ATTORNEY

No. 81064

## Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse**

of the City of **Fort Wayne**, State of **Indiana**  
its true and lawful attorney **S** in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ **done** by **anyone of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Fred S. Rye and the said Leonard Shirley and the said Josephine E. Stackhouse**

may lawfully do in the premises by virtue of these presents.

In *Witness Whereof*, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **24th** day of **April**, A. D. 19**70**

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By **Karl H. Doerre**  
Vice-President.

(SEAL) (Signed) **J. E. Dallam**  
Assistant Secretary.

STATE OF MARYLAND, }  
BALTIMORE CITY, } ss:

On this **24th** day of **April**, A. D. 19**70**, before me personally came

**Karl H. Doerre**, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **J. E. Dallam**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said **Karl H. Doerre** and **J. E. Dallam** were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19**70**....

(SEAL) (Signed) **Herbert J. Aull**  
Notary Public.

STATE OF MARYLAND }  
BALTIMORE CITY, } Sct.

I, **Robert H. Bouse**, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that **Herbert J. Aull**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In *Testimony Whereof*, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this **24th** day of **April**, A. D. 19**70**

(SEAL) (Signed) **Robert H. Bouse**  
Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

*I*, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

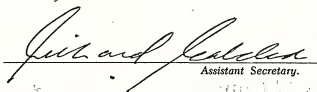
**C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse**

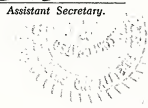
of **Fort Wayne, Indiana**, authorizing and empowering **them** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) August 3, 1973

  
Assistant Secretary.



REQUEST FOR ACTION

To: City Attorney David B. Keller  
or  
Associate City Attorney \_\_\_\_\_

John Fleck ✓

From: (Name, Title & Department) \_\_\_\_\_ Edna I. Smith, Clerk

Board of Public Works

Approved by \_\_\_\_\_

(Person authorized to forward legal work)

Date: August 8, 1973

Subject: Contract with Wayne Asphalt for resurfacing twenty streets  
(File subject designation)

\*\*\*\*\*

File # Assigned by Records Librarian

Ordinance # 3215

Date: August 8, 1973

\*\*\*\*\*

Action Requested: Please prepare an ordinance to be introduced in the

Common Council Tuesday, August 14, 1973 for contract with Wayne Asphalt

and Construction Company for resurfacing twenty (20) streets in the amount

of \$366,133.35.

(Continue on reverse side, if necessary)

cc: City Attorney David B. Keller  
(If request originally sent to an Associate City Attorney)  
Mayor Ivan A. Lebamoff  
Department Head of Requesting Party

/ss

DIGEST SHEET

✓  
S-73-08-33

TITLE OF ORDINANCE Contract with Wayne Asphalt for resurfacing twenty streets

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE For approval of contract of Wayne Asphalt

in amount of \$366,133.35 for resurfacing of twenty (20) streets.

See "Prior Approval" letter attached.

EFFECT OF PASSAGE Resurfacing of twenty (20) streets in the City.

EFFECT OF NON-PASSAGE No improvement of streets.

MONEY INVOLVED (Direct Costs, Expenditures, Savings)

Total cost to City \$366,133.35

ASSIGNED TO COMMITTEE (J.N.) FW — WCH

/ss

*Proper approval*

# ORDINANCE CHECK-OFF SHEET

## INFORMATION REGARDING ORDINANCE

## CONTENTS OF ORDINANCE

BILL NO.	<i>S-73-08-33</i>
ORDINANCE NO.	<i>S-93-73</i>
REGULAR SESSION	<i>Aug 14</i>
SPECIAL SESSION	
APPROVED AS TO FORM AND LEGALITY	<i>Keller</i>
BILL WRITTEN BY	<i>Bd. of Public Works</i>
DATE INTRODUCED	<i>Aug 14</i>
REFERRED TO SAID STANDING COMMITTEE	<i>Finance</i>
REFERRED TO CITY PLAN	
LEGAL PUBLIC HEARING	
LEGAL PUBLICATION	
JOINT HEARING	
DEPARTMENT HEARING	
HOLD FILE	
<input checked="" type="checkbox"/> PASS	<i>8-28-75</i>
DO NOT PASS	
WITHDRAWN	
SUSPENSION OF RULES	
<input checked="" type="checkbox"/> PRIOR APPROVAL	<i>Aug 7-</i>
ORDINANCE TAKEN OUT OF OFFICE	
OTHER INSTRUCTIONS REGARDING ORDINANCE	
CORRECTIONS MADE TO ORDINANCE	
PEOPLE SPEAKING FOR ORDINANCE	
PEOPLE SPEAKING AGAINST ORDINANCE	

<input checked="" type="checkbox"/>	COMMITTEE SHEET
<input checked="" type="checkbox"/>	VOTE SHEET
	PURCHASE ORDERS
	<i>Contracts, Bonds, Bids</i>
	BIDS
	ORDERS, BIDS OR OTHER PAPERS TAKEN OUT AND BY WHOM
	LETTER REQUESTING ORDINANCE DRAWN UP BY CITY ATTORNEY
	COMMUNICATIONS FROM
	<i>Dept of Streets</i>
	ZONING MAPS
	ABSTRACTS
	TITLES
	PRIOR APPROVAL LETTER

*Dept. of Streets - Request for action*

### COUNCILMAN'S VOTE

	AYES	NAYS	ABSENT
BURNS	<input checked="" type="checkbox"/>		
HINGA	<input checked="" type="checkbox"/>		
KRAUS	<input checked="" type="checkbox"/>		
MOSES	<input checked="" type="checkbox"/>		
NUCKOLS	<input checked="" type="checkbox"/>		
D. SCHMIDT	<input checked="" type="checkbox"/>		
V. SCHMIDT	<input checked="" type="checkbox"/>		
STIER	<input checked="" type="checkbox"/>		
TALARIGO	<input checked="" type="checkbox"/>		

COMMENTS: